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Attorneys for Defendant
COMMONWEALTH LAND TITLE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

WILMINGTON TRUST, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

COMMONWEALTH LAND TITLE
INSURANCE COMPANY,

Defendant.

Case No.: 2:18-cv-02023-GMN-BNW

**STIPULATION AND PROPOSED
ORDER TO STAY CASE PENDING
APPEAL**

Plaintiff Wilmington Trust, National Association, not in its individual capacity but as Trustee of ARLP Securitization Trust, Series 2014-2 (“Bank”) and defendant Commonwealth Land Title Insurance Company (“Insurer”) (collectively, the “Parties”), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

WHEREAS, there are now currently pending in the United States District Court for the District of Nevada more than three dozen actions between national banks, on the one hand, and their title insurers, on the other hand (the “Actions”);

WHEREAS, each of the Actions involves a title insurance coverage dispute wherein the



1 national bank contends, and the title insurer disputes, that a title insurance claim involving an
 2 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

3 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992
 4 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
 5 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5
 6 Endorsement (the “Form Policy”);

7 **WHEREAS**, each of the Actions implicates common questions of interpretation of the
 8 Form Policy;

9 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
 10 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*
 11 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)
 12 (the “*Wells Fargo II* Appeal”);

13 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the
 14 *Wells Fargo II* Appeal will likely touch upon issues regarding the interpretation of the Form
 15 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition
 16 of the other Actions, including the instant action;

17 **WHEREAS**, Insurer previously moved to stay the instant action pending the disposition
 18 of the *Wells Fargo II* Appeal (the “Motion to Stay”);

19 **WHEREAS** both of the Parties intend that the instant Stipulation is to withdraw and
 20 replace the previously filed Motion to Stay;

21 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant
 22 action pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will
 23 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests
 24 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
 25 *Wells Fargo II* Appeal might affect the disposition of this case);

26 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
 27 stipulate and agree as follows:

1. The instant action shall immediately be **STAYED**, pending the disposition of the



1 *Wells Fargo II* Appeal.

2 2. The scheduling order previously entered in this action is hereby **VACATED**.

3 3. Each of the Parties shall be excused from responding to any now-outstanding
4 discovery requests propounded by the other until after the stay is lifted.

5 4. Any now-pending deadlines to file responses to, or replies in support of, any
6 outstanding motions are hereby **VACATED**.

7 5. By entering into this stipulation, neither of the Parties is waiving its right to
8 subsequently move the Court for an order lifting the stay in this action.

9 Dated this 11th day of December 2019

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

/s/--Kevin S. Sinclair

11 By: _____
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Attorneys for Defendant Commonwealth Land Title
Insurance Company

16 Dated this 11th day of December 2019

WRIGHT, FINLAY & ZAK, LLP

17 **ORDER**

/s/--Lindsay D. Robbins

18 **IT IS SO ORDERED.**

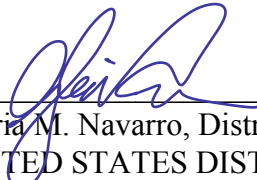
19 **IT IS FURTHER ORDERED** that
20 Plaintiff's Motion for Reconsideration,
21 (ECF No. 39), and Defendant's Motion to
22 Stay, (ECF No. 45), are DISMISSED as
23 moot.

24 **IT IS FURTHER ORDERED** that the
25 parties shall file a joint status report every
26 ninety days, beginning on March 9, 2020,
27 addressing the status of the *Wells Fargo*
28 *II* Appeal.

Dated this 12 day of December, 2019.

By: _____
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28 
Gloria M. Navarro, District Judge
UNITED STATES DISTRICT COURT



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